

GEMS TASK ORDER (TO) GUIDELINES



Revision 3
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Defense Information Systems Agency (DISA)
Defense Information Technology Contracting Organization (DITCO)

Foreword

The GEMS Task Order (TO) Guidelines contain all the information you need to use the GEMS contracts in order to obtain services to satisfy Information Technology (IT) Program Management activities. The GEMS contracts were awarded under the Federal Acquisition Streamlining Act (FASA), which requires all of the GEMS prime contractors be provided a fair opportunity to be considered for task order awards. DISA/DITCO will occasionally revise these guidelines as needed to improve the process of awarding and managing task orders under the GEMS contracts. Changes to this revision are in red and underlined and include:

- Changes to the DITCO points of contact and office symbols
- Changes to the GEMS Web Site Address



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Information regarding the GEMS contracts, including the statement of work and links to the contractors' home pages may be found on the World Wide Web at <http://www.ditco.disa.mil/hq/contracts/gemschar.asp>

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CHAPTER 1

GENERAL INFORMATION

1. Background. The GEMS contracts provide Information Technology (IT) Program Management services in support of the Global Information Grid (GIG). The GEMS contracts are structured and managed in accordance with the rules for task order contracts, contained in the Federal Acquisition Streamlining Act (FASA) of 1994, and as specified in the Federal Acquisition Regulations (FAR) Part 16. In particular, task order awards will be based on the FASA-specified “fair opportunity to be considered.” These guidelines clearly define the types of work allowable under the contract, specify shared responsibility among customers, integration managers, Contracting Officers (KO) and KO-designated Task Monitors (TMs), in order to ensure that all customer SOW tasks are within the contract scope.

2. Purpose. The GEMS TO Guidelines describe the roles and responsibilities for managing the GEMS contracts, the procedures for preparing and submitting a requirements package in order to award a task order, and procedures for managing a task order from award, through execution, to final close-out. The GEMS ordering procedures are described in Chapters 3 and 4.

3. Applicability. These guidelines apply to all customers using the GEMS contracts including DISA activities, DoD components, and non-DoD Federal agencies.

4. Contract Terms. The GEMS contracts are Indefinite Delivery/Indefinite Quantity (ID/IQ) multiple award contracts utilizing Time-and-Materials (T&M), Firm Fixed Price (FFP), and Cost-Reimbursement (CR) task orders, in accordance with FAR Subpart 16.5 - Indefinite-Delivery Contracts. The total life of the contract is six years. The maximum order amount for all contracts combined over the six-year contract life is \$28 million.

5. Contract Scope. The GEMS contracts will provide program management services in support of the GIG. Services include program technical arena research, analysis, recommendation and documentation of program issues and approaches, program, functional, technical and data benchmarking efforts, and the development of related benchmarking tools and methods. GEMS will also support program offices in Business Process Reengineering and Functional Process Improvements; verification and validation of proposed engineering solutions; training, configuration control and web page design services. Technical services provided by the contractor exist within the scope of the following four task areas:

- Task Area 1 - Task Order Management
- Task Area 2 - Information Technology Management Support
- Task Area 3 - Verification and Validation of Engineering Solutions
- Task Area 4 - Information Technology Services
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The GEMS contract statement of work (Section C of the contracts) contains a complete description of the task areas. All work provided for DoD organizations through the GEMS contracts must be in accordance with approved DoD architectures, standards and guidelines. Customer statements of work, statements of objectives or performance work statements for individual task orders must reflect approved DoD architectures, standards and guidelines that apply to the services being provided.

6. Contractors and Subcontractors. [Attachment 12](#) contains a list of the GEMS prime contractors. Individual companies may subcontract with any of the GEMS prime contractors, regardless if that company is associated as a team member of one of the GEMS prime contractors, to the extent that subcontractor's team member agreement with the

prime allows. A company is not allowed to perform as both a prime contractor and also a subcontractor to any other GEMS prime contractor's team.

7. Contract Type. As stated above, the GEMS contracts are ID/IQ contracts, designed for T&M or FFP type task orders, using the negotiated, fully-loaded (i.e. direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates that are contained in the GEMS contracts. While GEMS is designed primarily for FFP or T&M type TOs, there may be occasions where a cost-reimbursement (CR), e.g., cost plus fixed fee (CPFF) or cost plus award fee (CPAF) structure is more appropriate, due to the type of work required. Customers must provide the anticipated contract type for each TO requirement in their requirements package. Chapter 3 contains details on TO contract types.

8. DISA Acquisition Approval Group (AAG). Requirements packages submitted by DISA organizations must also annotate in Block 4 of [Attachment 1](#), Requirements Package Checklist, whether certification of their package was approved by the DISA AAG, as part of a Program Acquisition Plan.

9. Performance-Based Services Contracting (PBSC).

a. Recent acquisition reform legislation requires agencies to introduce new contracting techniques into their business processes. Through the direction of the OMB Office of Federal Procurement Policy (OFPP) Policy Letter 91-2, it is *"the policy of the federal government that agencies use performance-based contracting techniques to the maximum extent practicable."* For more information on PBSC, refer to the Office of Federal Procurement Policy's Best Practices Handbook located at <http://www.arnet.gov/Library/OFPP/BestPractices/>.

b. When determined appropriate for an individual requirement, customer agencies should use the following methods to develop performance-based requirements:

(1) Job Analysis. Determine what the organization's needs are and the kinds of services and outputs that the contractor needs to provide. This provides a basis for establishing performance requirements, developing performance standards and indicators, writing the performance work statement (PWS), and producing a Quality Assurance Surveillance Plan (QASP).

(2) Development of the PWS. Describe the specific requirements the contractor must meet in performing the TO, including a statement of the required services in terms of output and measurable performance. The key elements of a PWS are a statement of the required services in terms of output; a measurable performance standard for the output; and an allowable error rate. The PWS describes the specific requirements the contractor must meet in performance of the contract. It also specifies a standard of performance for the required tasks and the quality level the Government expects the contractor to provide. The PWS format is at [Attachment 4](#).

(3) Quality Assurance Surveillance Plan (QASP). The QASP defines what the Government must do to ensure that the contractor has performed in accordance with the PWS performance standards. This can range from a one-time inspection of a product or service to periodic in-process inspections of on-going product or service delivery. It is needed to ensure the Government receives the quality of services called for under the contract, and pays only for the acceptable level of services received. Since the QASP is intended to measure performance against standards in the PWS, these interdependent documents must be coordinated. Accordingly, writing the two documents simultaneously is both effective and efficient. The QASP format is at [Attachment 2](#).

(4) Performance Evaluation and Reporting. Determine if the contractor has performed to the standards identified in the PWS. Customers report semi-annually on GEMS contractor performance, using the Army's on-line Past Performance Tool Information Management System (PPIMS) at <https://apps.altess.army.mil/ppims/prod/ppimshpdisa.cfm>

10. Requirements Package Processing Timeline. The ordering process is usually completed in approximately three weeks. Unless a fair opportunity exception applies, all prime contractors will be notified by the KO of a task order request for quotation and will be provided a fair opportunity to respond to the request. Details concerning this process are contained in Chapter 4.

11. Fiscal Year (FY) Cut-Off Date. The cut-off date each year for submitting firm fixed price or time-and-materials requirements that must be awarded by the end of the fiscal year, 30 September, is **10 September**.

12. GEMS Web Site.

a. DISA maintains a web site to provide information on the GEMS contracts. This site currently contains:

- GEMS home page describing contract characteristics
- GEMS contracts including statement of work
- GEMS task order guidelines
- DISA points of contact for GEMS
- Contractor information and links to the prime contractors' web sites
- Web-based evaluation links
- Posting of task order awards available for download or online review

b. Updates are added to the site occasionally. The GEMS web site address is:

<http://www.ditco.disa.mil/hq/contracts/gemschar.asp>

13. Task Monitor Training. Task monitors are procurement officials, responsible for preparation and definition of statement of work requirements and the evaluation of vendor proposals. Procurement officials are required to complete ethics training, procurement integrity training and file financial disclosure reports. Task monitors should inquire with their personnel, training and/or legal offices to ensure that all procurement official requirements are met.

14. DISA Task Monitor Training Certification (applies to DISA customers only!).

a. DISA Primary and Alternate TMs are required to complete Contracting Officer's Representative (COR) training prior to appointment in accordance with DISA ACQ policy, and must complete refresher training annually. Provide the date (month and year) on the GEMS Requirements Package Checklist at [Attachment 1](#) that COR training has been completed for both the Primary and Alternate TMs. For additional information concerning COR training, consult the DISA Acquisition Regulation Supplement (DARS), Subpart 1.602-2-90(b), <http://www.disa.mil/d4/dars/pt1.html#1.6>.

b. If the task order effort is mission critical, DISA customers may be designated as TMs prior to completion of training, with the understanding that training will be completed within thirty (30) days of the task order award date. Although a number of qualifying COR courses exist, one place that TMs can obtain the required training is at the Federal Acquisition Institute (FAI) OnLine University web site:

<http://www.faionline.com>

c. This web site contains the COR Mentor Course which consists of eighteen (18) individual modules on a variety of contracting-related subjects. When this training is completed, TMs shall promptly submit certification of completion to the Contracting Officer (KO).

d. This web site may also be used to complete mandatory, annual COR refresher training. TMs may choose to complete any six of the eighteen COR Mentor Course modules to fulfill refresher training requirements. When this training is completed, TMs shall likewise submit certification of completion to the KO.

e. If you have problems accessing or using the FAI OnLine web site, e-mail an FAI technical representative at faikc@meridianksi.com.

CHAPTER 2

ROLES AND RESPONSIBILITIES

1. Defense Information Systems Agency (DISA) Acquisition Manager. DISA AM performs the functions of program manager (PM) and steward for the GEMS contracts. In this role, the AM assists customers in defining and analyzing requirements for attaining an integrated and interoperable GIG. The AM works in partnership with customers in and outside of DISA, including Defense agencies, DoD components, and other Federal agencies to help understand how GEMS can best be used to meet their requirements. The AM, through occasional In-Process Reviews (IPRs) and other venues, ensures, among other things, that the work being performed by GEMS contractors is in accordance with approved DoD standard communications, security, data and other defined technical solutions.

2. DITCO-Scott/AQSS32 (Contracting) and DITCO-Scott/AQSC4 (Finance). DITCO performs all contract management and invoice processing functions for the GEMS contracts, including:

- Receiving and reviewing each requirements package and each contractor proposal to ensure the documents are complete, accurate and in accordance with the contracts and these guidelines
- Providing advice and guidance to contractors and customers regarding contract scope; acquisition regulation requirements; and DISA contracting policies
- Represent the KO's position at various contract-related meetings including GEMS Executive Council Meetings, IPRs, negotiating sessions and working meetings
- Approving and issuance of GEMS electronic task orders (ETOs) and task order modifications
- Appointing GEMS Task Monitors
- Providing full function invoice and billing management

3. Customers. Customer agencies identify Task Monitors (TM) who are responsible for:

- Defining requirements
- Naming Primary and Alternate TMs to serve as the customer's main point of contract for both pre- and post-TO award processes and functions
- Funding the work to be performed under GEMS TOs
- Conducting, in accordance with these guidelines, a best value analysis during fair opportunity competition
- Monitoring and evaluating the contractor's performance on each TO
- Providing technical support to the KO on TO issues
- Working with the KO and the contractor to ensure that the contractor performs the requirements specified in the TO
- Providing past performance assessments
- Adhering to the requirements and procedures defined in the GEMS contracts and these guidelines
- Providing acceptance and rejection information to the DITCO Financial Management Services Division (ACSC4) for all invoice processing. TMs must be technically proficient concerning their requirements and familiar with the policies and procedures of these guidelines. In addition, individuals named as TMs should obtain appropriate training from their agencies. Further information on TM responsibilities during TO execution is contained in Chapters 4 and 5.

4. Contractors. The principle role of the contractors is to perform the work described in the awarded TOs. All contractor performance and deliverables must meet the requirements set forth in the TO and in the GEMS contracts.

5. Ombudsman. Under FAR 16.505(b)(4), vendors who are not selected to perform work under a task order award may contact the designated Agency contract Ombudsman for the GEMS contracts. The Ombudsman is responsible for reviewing complaints from the contractors and ensures that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract and established guidelines. The designated Ombudsman for the GEMS contracts is:

Director for Acquisition, Logistics and Facilities
DISA/ACQ
5111 Leesburg Pike
Suite 900, Skyline 5
Falls Church, VA 22041-3206
Phone: (703) 681-2270

CHAPTER 3

REQUIREMENTS PACKAGE PREPARATION

1. General.

a. Submitting Packages. The requirements package is the basis for processing and awarding an GEMS TO. When complete, TMs shall submit requirements packages *electronically* by e-mail to:

GEMS@scott.disa.mil

DITCO-Scott (AQS), and other authorized ordering offices, are able to only process complete requirements packages. A complete requirements package is defined as one containing all documents listed in Block 4 of [Attachment 1](#). Refer to Chapter 3 of these guidelines for a detailed description of each document. *Submitting partial requirements packages is not authorized* since it results in processing time delays and because it is difficult to match the individual parts to determine whether or not a complete package has been received. DITCO-Scott (AQS) encourages that all requirements package documents be submitted electronically to the above e-mail address. Note that although some of the documents can be faxed, *it is mandatory that the SOW or PWS be submitted electronically*. In the event that a document cannot be submitted electronically, it may be sent by fax to the attention of "GEMS" at (618) 229-9177. Any document sent by fax must be submitted the same day as the electronic package and must clearly show which electronic package the document belongs with in order to be considered a complete requirements package. Requirements packages must be UNCLASSIFIED, regardless of the classification of work to be performed.

b. Acquisition Planning and Execution (APEX) System. There are two methods for creating the requirements package. The first method is the traditional one in which a TM uses the various Microsoft Office applications (MS Word, MS Excel, etc.) to draft the documents of the requirements package and then submits them in accordance with the instructions provided below. The second, and preferred, method utilizes a new web-based capability that DISA has created to prepare the requirements package. This system is called the APEX System. Users can access a single web site and prepare all the necessary core documents on-line without the need for having any applications other than a standard web-browser, resident on their workstation. The current version of the system (APEX v1.1) allows users to prepare and print all of the documents, as well as to save the documents in electronic format for dissemination. A future version of APEX will contain a built-in workflow module to allow users to electronically route their entire requirements package to all those that need to review and/or approve it. Users can access the system at <https://www.ditco.disa.mil/products/ASP/welcome.ASP>, which is the DISA Direct Homepage. Instructions on accessing the system are contained in [Attachment 9](#) of these guidelines. Although not mandatory, customers are highly encouraged to use APEX to develop their requirements packages. In the future, as additional functionality is implemented within APEX, users will be required to use the APEX method. Please note that when using APEX, all guidelines set forth in this document still apply, however instead of using formats provided as attachments to these guidelines, all templates are available in APEX.

2. Requirements Package Checklist and Certification. The checklist is the cover document for the GEMS requirements package. The GEMS Requirements Package Checklist and Certifications at [Attachment 1](#) lists the items that must be included in the package when it arrives at DITCO. Also, please remember to indicate in Block 2 of the checklist the date on which you first began work on this particular requirement. DITCO-Scott (AQS) tracks acquisition lead-times to include the amount of time spent prior to submission of a package to the KO.

3. Statements of Work (SOW) and Performance Work Statement (PWS). Customer agencies may choose from between these two formats, depending on the nature of the individual requirement. The SOW or PWS is the heart of the TO. All GEMS SOWs and PWSs adhere to a standard format. The SOW format is at [Attachment 3](#) and the PWS format is at [Attachment 4](#). This standard format significantly contributes to fast, streamlined processing times since customers, vendors and contracting personnel know exactly where to find specific information quickly. As the per-

formance-based services contracting concept becomes increasingly important to customer agencies, the PWS formats may be considered for use. This format includes performance standards designed to allow TMs to measure the efficiency and effectiveness of the contractor's performance. In other words, TMs will evaluate both the quality of the products and services delivered and the manner in which they were produced.

4. Independent Government Cost Estimate (IGCE).

a. The IGCE helps the KO determine the reasonableness of a contractor's cost and technical proposals and gain assurance that there is a "meeting of the minds" between the customer and the contractor regarding the scope of the TO. If discussions or negotiations are necessary prior to TO award, the IGCE assists in developing and presenting the customer's position. The IGCE is for GOVERNMENT USE ONLY and shall not to be made available to GEMS contractors.

b. [Attachment 7](#) includes composite IGCE rates, as well as the negotiated rates of each of the prime contractor's approved GEMS labor categories, and the General and Administrative (G&A) percentage markup on other direct costs (ODCs). Refer to Section C, Descriptions and Specifications, of the GEMS contracts for descriptions of the labor categories.

c. Figures for ODCs must be supported by the work described in the SOW or PWS. Attach a separate sheet to the IGCE detailing the estimated ODCs (if using APEX a separate sheet is not required, just enter the breakdown of ODCs directly into the IGCE portion of the system where specified). Identification and justification must be provided for travel, hardware, software or other Federal Information Processing (FIP) resources so that the contractor can propose appropriate costs. Note that prior to any hardware or software purchase, the contractor must obtain KO approval in accordance with the required DFARS 239.7303 documentation/justification. Once the subtotal for labor plus ODCs is calculated, DITCO's **2% fee must also be calculated and indicated** on the IGCE.

d. The GEMS contracts allow for purchase of technical Program Management support services as well as hardware (HW), software (SW) and licenses. Include a list of all resources required. If actual HW/SW need is unknown, indicate the dollars available for the purchase, e.g., the SOW may request the contractor to test HW/SW in order to determine which will be purchased.

5. Funding Documents.

a. GEMS TOs are funded by the customer organizations that request orders to be placed on contract. A certified funding document for the amount shown in the IGCE must be included in the GEMS requirements package when the package is submitted to the ordering office for processing. **Customers are solely responsible for ensuring that the correct appropriation is cited** and the period of performance is addressed with the correct fiscal year appropriation in order to satisfy "bona fide need" concerns.

b. When an GEMS requirements package is submitted with the intention to award in the next fiscal year, it must be accompanied by a signed funding document containing approved language regarding **"Subject to Availability of Funds (SAF)"** status. If the funding provided is not currently available for obligation, but will automatically become available at the beginning of the next fiscal year, the following statement shall be included on the funding document: *"Funds will not be available for this order until 1 Oct 20YY. The Government's obligation under this order is contingent upon the 1 Oct 20YY release of funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until the 1 Oct 20YY release date. Funds will be automatically available on 1 Oct 20YY; no further action will be required."*

c. **DoD customers** must use the **mandatory method** of providing reimbursable authority through the use of Military Interdepartmental Purchase Requests (MIPRs). Whenever possible, **it is preferred that the MIPR be submit-**

ted in electronic form; either a scanned document or your agency's electronic format is acceptable. The funding document must be prepared as follows:

d. Prepare a **reimbursable** (category 1) MIPR to cover the estimated cost of the TO as calculated in your IGCE. Other required information on each MIPR includes:

MIPR BLOCK NO.	CONTENTS
7. TO:	DISA/DITCO/AQSS32 Attn: GEMS Contracting Officer 2300 East Drive Scott AFB, IL 62225-5406
8. FROM:	<p>Include the following:</p> <ul style="list-style-type: none"> a. TO Title (from the SOW or PWS) (Contract # and TO # if modification) b. Total dollar amount (requirement plus fee) c. "This MIPR is <input type="checkbox"/> is not <input type="checkbox"/> issued in accordance with the Economy Act." <i>(check the appropriate box)</i> d. Funds Expiration Date for Obligation Purposes: (dd/mm/yyyy) e. If the Financial POC differs from the POC in Block 8, indicate name, phone number, and fax number. f. E-mail address. This will allow finance to e-mail the acceptance document immediately.
13. MAIL INVOICES TO:	Enter the appropriate customer billing address for submitting SF 1080.

e. Address and send your MIPRs directly to the GEMS Contracting Officer.

f. Direct all other financial inquiries and requests for MIPR acceptances (DD Form 448-2) to the attention of DITCO-Scott/AQSC4, e-mail at RECMipr@scott.disa.mil.

g. Make every effort to include the MIPR with the requirements package. If, for some reason, funding is provided by another source and can't accompany the requirements package, include as much information as possible on the MIPR (i.e. GEMS Tracking Number, Contract and TO numbers (if known) or the SOW/PWS title, so that the MIPR can be matched with the appropriate requirements package when it is received. DITCO cannot begin package processing without funding for the total amount identified in the IGCE. **A single funding document can apply to only one task order, however, a single task order can be funded by multiple funding documents.**

h. If during the proposal/negotiation process the cost of the TO is determined to exceed the original estimate and MIPR amount, the ordering office will notify the TM that a MIPR amendment is required. The MIPR amendment must include both the amended TO amount and the amended fee amount. If the TO is awarded for less than the IGCE, the customer may request that the difference be returned by a MIPR/funding document amendment.

i. For **non-DoD customers**, the process is identical to the one described above, except that non-DoD customers are not required to use the MIPR form, but may use their own form or format. Whatever form is used, it must contain the following information.

- Point of contact for billing purposes
- Title of the SOW or PWS being supported by this fund citation (Contract # and TO # if for modification)
- Appropriate GEMS Contract Number
- Identification of the fee amount
- Amount of funds provided

- Fund citation if applicable
- Billing address
- Funds expiration date for obligation purposes
- Date the document is created/signed

6. Contract Types.

a. The GEMS contracts are designed for FFP or T&M type task orders, using the negotiated, fully-loaded (i.e., direct labor costs, overhead costs including program management, G&A expenses and profit) hourly labor rates. While GEMS is designed primarily for FFP or T&M type TOs, there may be occasions where a cost-reimbursement (CR) structure is more appropriate, due to the type of work required. *Because CR TOs do not use the negotiated GEMS labor rates, the processing time is longer.* When the contractor uses the negotiated labor rates in its proposal, the resulting TO is FFP or T&M and the price analysis performed by the KO is simple since it is based on rates already negotiated and established under the contract. However, if the customer requests, or the contractor proposes, a CR contract type, there are no agreed-upon methods or rates. Under a CR-type arrangement, a cost analysis is required that is unique to the proposal and cannot be completed in the same timeframe as that of FFP or T&M types. The KO must check all rates for a variety of labor categories, overhead, G&A and fees that are added to the direct labor. This checking requires coordination with various Defense Contract Audit Agency (DCAA) offices. If DCAA and the contractor differ on an element of cost, negotiations must be held to resolve the difference. The contractor's proposed profit or fee may also require negotiation. Once agreement is reached, the KO may need to obtain certificates of current cost or pricing from the involved prime and subcontractors. Finally, a detailed negotiation memorandum must be produced to justify the negotiated cost. As a result, *the estimated time required to process a CR TO is 90 calendar days.*

b. The *customer must indicate the anticipated contract type* for each TO requirement on the GEMS Requirements Package Checklist. The following paragraphs describe each contract type and what, if any, justification information must be provided by the customer in the requirements package.

(1) Firm Fixed Price (FFP). A firm fixed price contract provides for a price that is not subject to any adjustment. It places a significant risk upon the contractor and full responsibility for all costs, resulting in a profit or loss. It also provides the maximum incentive for the contractor to control costs and perform effectively. It is suitable for acquiring services on the basis of reasonably definite functional or detailed specifications when performance uncertainties can be identified and reasonable estimates of their cost impact can be made. FFP type orders are most appropriate for performance-based services contracting (PBSC), utilizing the PWS requirements format.

(2) Time-and-Materials (T&M). A T&M contract type may be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. This contract type provides no positive profit incentive to the contractor for cost control or labor efficiency. Accordingly, appropriate Government surveillance of contractor performance is required to provide reasonable assurance that efficient methods and effective cost controls are being used. A T&M contract type may only be used after the KO executes a determination and findings (D&F) that no other contract type is suitable. Therefore, *the customer must provide the reasons why it is not possible at the time of placing the contract to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.*

(3) Cost-Reimbursement (CR). A CR contract type may be used only when uncertainties involved in contract performance do not permit costs to be estimated with sufficient accuracy and the fixed labor rates in the contract can not apply. A CR contract type may be used only after the KO executes a D&F that demonstrates that this contract type is likely to be less costly than any other type or it is impractical to obtain services of the kind or quality required without the use of this contract type. In order to use this type of contract, *the customer must provide rationale as to why the fixed labor rates cannot apply and provide the reasons why this contract type is likely to be less*

costly than any other type, or why it is impractical to obtain services of the kind or quality required without the use of this contract type.

7. Economy Act Decisions. Contracting by DISA of services or supplies for another Government agency constitutes an interagency acquisition. Under the Economy Act (31 U.S.C.1535), the head of the requesting agency must determine that contracting for its requirements is in the best interest of the Government. The ***Economy Act determination must be identified on the funding document.*** In addition, non-DISA customers must indicate on their GEMS Requirements Package Checklist that appropriate Economy Act decisions have been made.

8. Proposal Evaluation Plan (not required if a fair opportunity exception applies; see Chapter 4, Paragraph 2.a).

a. The TM shall provide the evaluation plan at [Attachment 6](#), which sets forth the desired evaluation factors and associated weights. Mandatory factors are Past Performance, Technical/Management Approach and Cost. The TM must specify which specific areas of past performance and technical/management approach are going to be evaluated. These areas should correspond with and relate to the specific requirements set forth in the SOW. TMs may add other factors to the mandatory list if the requirements of the SOW dictate the need for additional factors.

b. TMs shall also indicate whether the estimated value of the effort can be revealed to the vendor. The purpose of revealing this information is to allow the customer more insight during proposal evaluation of the mix of labor categories and number of labor hours and other direct costs that a contractor proposes given the budget constraints for a particular requirement. This information facilitates the customer's determination of best value.

c. Proposals can be evaluated on either a "best value trade-off" or "lowest-price, technically acceptable" basis.

(1) Best Value Trade-Off. Evaluation factors shall be weighted to indicate which are most important to you in making a best value trade-off decision. The total weights of all non-cost factors must equal 100%. Percentages are applied to technical/management approach, past performance and any other non-cost factors for which you may want to evaluate contractor proposals. Cost is not weighted in order to provide an independent comparison between cost and all non-cost factors. That is how you make your best value trade-off decision. You must also indicate whether all non-cost evaluation factors, when combined, are significantly more important than, approximately equal to, or are significantly less important than cost.

(2) Lowest-Price Technically Acceptable. If cost is significantly more important than all non-cost factors combined, you may wish to consider indicating that your vendor selection will be based on the lowest-price, technically acceptable offer. In this instance, all non-cost factors essentially relate to a "pass/fail" consideration and all proposed offers that are technically acceptable "pass." They are then compared in order to determine the lowest price, which will be the proposal that is selected for award.

(3) Whichever format is decided, the contractors need to know in advance which way their proposals will be evaluated. The GEMS Proposal Evaluation Plan can be used for either evaluation method.

9. Task Monitor Certification. The designated Primary and Alternate Task Monitors must each sign the GEMS Requirements Package Checklist indicating that they understand and accept the TM responsibilities associated with using the GEMS contracts, and that if they fail to execute their responsibilities, results could include the inability of DISA to accept further work from their organization. Electronic signature of *//signed//* is acceptable.

10. Common Mistakes. [Attachment 10](#) is a useful checklist to help TMs ensure that their requirements package has been completed in accordance with these guidelines. It enables you to screen your package for the most common mistakes found in GEMS requirements packages, and may be used in conjunction with the GEMS Requirements Package Checklist and Certifications, it serves as a double-check to ensure your package is complete and clean.

CHAPTER 4 ORDERING PROCESS

1. General.

a. Fair Opportunity to be Considered. All products and services acquired under the GEMS contracts are provided through award of task orders by a DISA/DITCO-Scott (AQS), or other authorized ordering office, Contracting Officer. GEMS TOs are awarded in accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b) requirements for “fair opportunity to be considered.” Specifically, FASA states that:

“...each awardee shall be provided a fair opportunity to be considered for each order in excess of \$2,500. In determining the procedures for providing awardees a fair opportunity to be considered for each order, contracting officers shall exercise broad discretion and may consider factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the contracting officer, in the exercise of sound business judgment, believes are relevant to the placement of orders. Such procedures need not comply with the competition requirements of 48 CFR (FAR) Part 6. The contracting officer need not request written proposals or conduct discussions with multiple contractors before issuing orders unless the contracting officer determines such actions to be necessary.”

b. Types of Task Order Awards. There are two distinct ways in which task orders can be awarded under the GEMS contracts. Awards can be made following a fair opportunity competition among all GEMS awardees or awards can be made as “sole source” when one of the exceptions to fair opportunity applies.

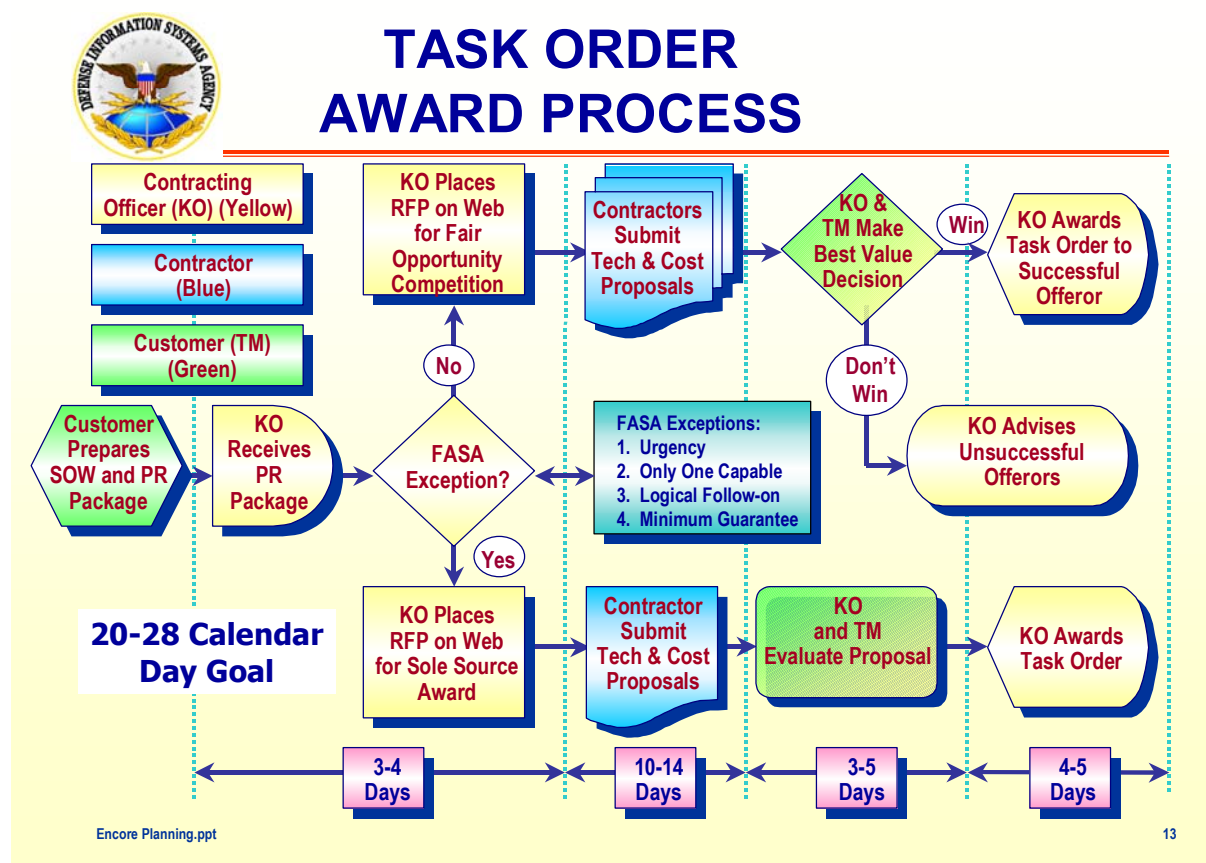
c. Section 508 Determination for Task Orders. In 1998, Congress amended the Rehabilitation Act to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual’s ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, to make available new opportunities for people with disabilities, and to encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain or use electronic and information technology (E&IT). Under Section 508 (29 U.S.C. 794d), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. As a result, proposals submitted by vendors for task order requirements must first be evaluated to determine if they are in compliance with the law. The customer agency’s requirements official must complete the Section 508 Determination on the GEMS Requirements Checklist and Certifications, [Attachment 1](#) to these guidelines. If any of the Technical Standards and Functional Performance Criteria are determined to be applicable to the acquisition, they must also be included in either Paragraph 13 of the SOW or Paragraph 15 of the PWS.

(1) Section 508 Policy. An offer of E&IT shall initially be considered eligible for award only if it meets the applicable accessibility standards, as identified in Section C.2.2.4 of the GEMS statement of work. If no offer meeting all applicable provisions of the accessibility standards can be accepted without imposing an undue burden upon the agency, or if no offer fully satisfies all of the applicable accessibility standards, those offers of E&IT that meet some of the applicable standards will be considered eligible for award. These offers will be ranked and considered for award in the order that they best meet the accessibility standards. However, no lower ranked offer may be considered for award unless all higher ranked offers have been eliminated as imposing an undue burden on the agency. If all ranked offers have been eliminated, then offers that met none of the applicable accessibility standards may be considered eligible for award.

(2) Section 508 Procedure. Proposals will first be reviewed to determine if they meet the accessibility standards, after which they will be evaluated in accordance with the stated evaluation criteria to determine an award. Proposals will be screened to determine whether they fully meet, partially meet or fail to meet the accessibility standards. In the event that one or more offers are determined partially-compliant, based on the subjective judgment of the requirements official, documentation shall be included with the Selection Recommendation Document (SRD) de-

scribing which offer best meets the accessibility standards. Prior to award, the Task Monitor must document why the awardee was better at meeting the accessibility standards than the other offers.

d. Task Order Award Process. The typical GEMS task order award process is illustrated below:



e. Fair Opportunity Exceptions. The fair opportunity process must be used for all requirements unless either designated for a small business set-aside or one of the following FASA-defined exceptions applies. **If an exception applies, indicate that exception on the Selection Recommendation Document (SRD) and include in the initial requirements package.**

(1) The agency need for services is of such urgency that providing such opportunity would result in **unacceptable delays**. Use of this exception requires a detailed, explicit justification that includes reasons why the usual GEMS processing average of 21 calendar days is unreasonable.

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized. Consideration may be given to this exception when the SOW is required to be written in a manner that would reveal proprietary information of a specific single contractor such as a technical or intellectual solution, or a unique method of solving problems. This could alleviate the potential for "technical transfusion" as prohibited by FAR 15.610(e)(1). Use of this exception requires a detailed, explicit justification as to why the services that are being requested are in fact truly unique and that none of the other GEMS primes (and all of their subcontractor team members) are able to provide the requested product or service.

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order. “Logical follow-on to a TO already issued under this contract” refers to TOs previously issued and for which at least a significant subtask has been completed, i.e., the follow-on order represents the next phase of tasks in an ongoing project.

(4) It is necessary to place an order to satisfy a minimum guarantee. The guaranteed minimum for each contractor is \$10,000.00 in the basic contract period. Each awardee is permitted to market one requirement and have it placed as a task order under the GEMS contract to satisfy the minimum guarantee, regardless of dollar amount.

2. Fair Opportunity Process. If you have a competitive requirement, do not send the SRD ([Attachment 5](#)) in your initial requirements. Complete and forward the SRD after proposals have been received and a vendor selection has been made. There are three parts to the fair opportunity process:

- The TM submits a final and complete requirements package to the KO in accordance with Chapter 3 of these guidelines.
- The KO requests proposals from all prime vendors that qualify for the task areas specified in the requirement (see Appendix A for vendor-applicable task areas). If the requirements package cites a fair opportunity exception, only one proposal will be requested from the appropriate vendor.
- The TM and KO conduct a simultaneous technical and cost evaluation. When an exception does not apply, either a best value or lowest price/technically acceptable decision is made concerning which vendor will be awarded a task order. Upon completion of the evaluation and best value or lowest price analysis, the TM prepares a Selection Recommendation Document (SRD) [Attachment 5](#).

a. Requirements Package. The TM assembles the requirements package, including all the items listed in the GEMS Requirements Package Checklist at [Attachment 1](#) and forwards the package to DISA/DITCO, electronically by e-mail to GEMS@scott.disa.mil. Upon receipt, the KO will typically request a proposal within a day or two (depending on current workload). The TM will be copy-furnished on that request so the TM will know that the package has been received and the contracting process has begun. The KO will review the requirements package to ensure that:

- It is complete in accordance with the formats and requirements specified in these guidelines.
- It is compliant with the scope of the GEMS contracts. If a requirements package is determined by the KO to be outside the scope of the GEMS contract, or if the package needs significant re-work, the KO will return the package to the TM with an explanation of the reasons for return without action.
- The rationale that supports use of a cited exception (if the final package cites a FASA-defined exception to fair opportunity). If, after review, the KO cannot approve the cited exception, the KO may request from the TM further documentation to support the exception. In the event the cited exception cannot be supported, the KO will return the requirements package to the TM without further action.

Note, as you begin preparation of your requirements package, keep in mind that since all primes will have a fair opportunity to propose on each task order, customers must be sensitive to any possible conflicts of interests in dealing with many different contractors. It is the Task Monitor's responsibility to recuse himself/herself from participating in the selection process if he/she feels there is a conflict of interest as a result of an association with any of the proposing contractors. Consult your Office of Counsel for further instructions if you are unsure how to proceed.

b. Request for Proposals (RFP).

(1) Fair Opportunity Competitions.

(i) The KO solicits proposals from all GEMS prime vendors by posting an RFP on the DITCO task order web page. Vendors are typically allowed between 7-10 days to prepare and submit offers. However, more or less time may be necessary based on individual requirements. Each RFP will indicate the proposal due date, technical proposal page limitations and evaluation criteria and their order of importance. Technical proposals may be either written or presented orally, dependent upon the requirements of the customer. If oral presentations will be used, the requirements package and the RFP will indicate the time and place for the presentations and what information the Offerors must present orally. Cost proposals must be submitted by the Offerors in writing.

(ii) Vendors may request written clarification of requirements, evaluation criteria and instructions to Offerors. Such requests for clarification shall be sent to the KO by e-mail (or uploaded to the web site) within one (1) working day. To avoid compromising the fair opportunity process, **only the Contracting Officer may communicate verbally with the vendors** concerning the RFP until after TO award. The TM and/or KO will answer clarification requests by return e-mail to all vendors usually within one (1) working day. As a result of clarification requests, the KO will determine if any revisions to SOW requirements or evaluation criteria are required, and if necessary, issue an amended request for proposal. The KO may extend the proposal due date in the event the TM fails to provide written clarification to the vendor within one (1) working day. Therefore, if the clarification is minor or administrative in nature, the vendor may wish to contact the KO prior to preparing a written e-mail.

(iii) Vendors must submit **"no bid"** replies or complete technical and price/cost proposals to the KO and TM simultaneously no later than the proposal due date. "No bids" should be submitted to the TM and KO by e-mail and shall reference the tracking number specified in the KO's letter request for proposal.

(2) Fair Opportunity Exception Applies. The contractor is generally allowed 7-10 days to prepare and submit a proposal. However, more or less time may be necessary based on the requirements. The TO proposal request issued by the KO shall set forth the proposal due date. Both the technical proposal and the cost proposal must be submitted by the contractor in writing. The vendor and TM may communicate verbally to clarify SOW or PWS requirements.

c. Proposal Preparation.

(1) Technical Proposal. Technical proposals can be either written or oral. Written technical proposals will be streamlined, normally no more than 10 pages, stating compliance with or exception to SOW or PWS requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate SOW or PWS requirements. The technical proposal shall address, as a minimum:

- Technical Approach
- Key Personnel
- Quantities/hours of personnel by labor categories
- Other Direct Costs (ODCs)
- Risks
- Period of Performance
- Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI)
- Security (including clearance level)
- Teaming Arrangement to include subcontracting

(2) Cost Proposal. The cost proposal includes detailed cost/price amounts of all resources required to accomplish the task, (i.e. man-hours, equipment, travel, etc.). As a minimum, the following data are provided:

(i) Firm Fixed Price (FFP)/Time-and-Materials (T&M). Identify labor categories in accordance with the Section B Labor Rate Tables and the number of hours required for performance of the task. The contractor must provide

complete cost proposals that include the identification and rationale for all non-labor and ODC cost elements and identify any GFE and/or GFI required for task order performance.

(ii) Cost Reimbursement. The contractor provides an original cost proposal to the KO with copies of sanitized cost proposals submitted to the TM. Sanitized cost proposals exclude proprietary data, but must include the total labor amount and cost breakout of all ODCs. CR cost proposals must include, as a minimum, a complete work breakdown structure (WBS), with labor categories and hours which coincide with the detailed technical approach; development of loaded labor rates (breakout base rate and all indirect rates applied); and estimated costs and indirect rates for ODCs (supplies, equipment, travel, etc.).

d. Other Relevant Information. This information addresses other relevant information as required by the contract or requested by the TO RFP, as for example, in accordance with the Section H.20, Conflict of Interest, of the GEMS contracts.

e. Evaluation.

(1) The contractor uploads technical and cost proposal for the KO and TM concurrent evaluation. The KO requests the TM perform a technical evaluation of the contractor's technical and cost proposal.

(2) When a fair opportunity exception does not apply, the TM conducts an evaluation based on the weighted evaluation criteria.

f. Past Experience/Performance Information. TMs may obtain past performance information on the GEMS contract vendors by requesting such information from the KO. The KO will, in turn, query the DISA Past Performance System, or ensure access to the system for the TM to pull the necessary data directly. Another, less informative, method for collecting past performance information is by linking to the prime contractors' GEMS contract web sites. These sites contain information for each prime and their subcontractors, about the type of work currently on contract, the management team in place, "success stories" of completed/underway work, and points of contact. TMs can obtain additional insight into the expertise and approaches inherent in the GEMS contract teams and will also learn whom in the contractor's organizations to contact for additional information.

g. Technical and Cost Evaluation.

(1) If the initial technical evaluation reveals differences between the SOW requirements and the contractor proposals, discussions or negotiations between the TM/KO and contractor may be necessary. The TM informs the KO that discussions or negotiations are required and the KO contacts the contractor to initiate the process. ***Only the KO may request additional information or revised proposals. Discussions or negotiations between the contractor and the TM may take place only with the concurrence of the KO.***

(2) The KO and TM are responsible for protecting proprietary information from unauthorized disclosure. Proprietary information is information contained in bid or proposal; cost or pricing data; or any other information submitted to the Government by a contractor and designated as proprietary. Any information a contractor considers proprietary must be marked as such in accordance with applicable law or regulation. All Government personnel involved in the administration and management of the GEMS contracts share in this responsibility. TMs are required to protect a contractor's proprietary data and must notify the KO of any unauthorized disclosure.

h. Best Value Analysis (applicable when a fair opportunity exception does not apply). After all of the proposals are received, they are then evaluated and scored, depending on the basis of proposal evaluation that was chosen (see Chapter 3, Paragraph 8.c). If the requirement is primarily technically-sensitive, a best value trade-off analysis will better support the TM in determining which of the contractors, based on the TM's evaluation of different contractors' technical approaches, past experience performance and cost, represents the best choice by that TM to accomplish

the work defined in the SOW or PWS. The TM assesses the contractors' technical proposals as well as past experience and performance and rates them against the defined evaluation factors. The TM then considers the different cost levels proposed and conducts a cost/technical trade-off to determine which contractor should be awarded the TO. In this scenario, the TM may determine that "best value" is represented by the contractor with the highest technical score, even if it is at a higher cost. If the requirement is primarily cost-sensitive, the TM should have chosen to evaluate proposals on a lowest-cost, technically acceptable basis and select the lowest-cost proposal that had been rated technically acceptable.

i. Selection Recommendation Document (SRD). Once the TM has completed the evaluation and has made a vendor selection, or has determined that an exception to fair opportunity applies, the next step is to complete the SRD. The SRD format is contained at [Attachment 5](#). The SRD documents the results of the steps listed above, i.e. provides detailed rationale as to which of the GEMS prime contractors that, given the information gathered and evaluated, represents the best value to that TM, given the nature of the requirement, or provides detailed justification for the applicable fair opportunity exception. Note that the completed SRD is considered "For Official Use Only."

j. Task Order Award.

(1) Notification and Award. The KO reviews the SRD and if in agreement with the TM, awards a task order to the vendor whose proposal has been selected. When a fair opportunity exception does not apply, the KO will also advise all competing vendors that had submitted proposals, but which were not selected, which vendor has been selected and will be awarded the TO.

(2) Debriefings. Note that if a non-selected contractor has questions as to why the TM did not select that company, the contractor may direct written or verbal questions to the TM. If contacted by any non-selected vendor, the TM may discuss why that contractor's proposal was not selected. However, the TM **may not 1) discuss results of the other contractors' proposals, 2) compare contractors' proposals to each other, or 3) allow the contractor access to the SRD**. Discussions concerning non-selected proposals may only focus on comparison to the Government's requirements and stated evaluation factors.

(3) Complaints. If any of the contractors not selected to perform the work believe they were not provided a fair opportunity to be considered or have any other related complaints, they may contact the designated contract ombudsman in Chapter 2, Paragraph 5.

3. Task Monitor Assignment.

a. Once the contractor's proposal has been reviewed by the TM and KO, and all pre-award issues have been resolved, the KO awards the TO by issuing a DD Form 1155 to the contractor. At that point, the contractor is authorized to begin work in accordance with the TO. Further detail regarding TO award is contained in Section G of the GEMS contracts.

b. The Primary and Alternate TMs are automatically appointed when the TO award is made. TM responsibilities are set forth in Chapter 5, Paragraphs 2 and 3.

4. Requirements Package/TO Official File. Upon completion of the SRD and submission of the package to DISA, the TM assembles an official file of all documentation (the SOW or PWS, the SRD, deliverables, etc.). The TM maintains the file until TO close-out.

5. Task Order Modifications. TO modifications are generally made to correct oversights or changes in conditions from the original TO. Modifications are appropriate to change administrative information; e.g., TM information, delivery date revisions, period of performance; and may be appropriate to add a limited amount of new work to a TO. However, if the proposed modification alters the scope of the TO, **adds significant additional work or funding**,

substantially extends the period of performance, or incorporates other major changes, the KO will require the TM to submit a new requirements package in order to award a new TO. The KO makes the determination of whether a proposed change can be processed as a modification or if a new requirements package must be submitted.

a. Cost Modifications. The TM prepares a modified requirements package, which includes:

- One copy of the modified SOW or PWS, with all additions and changes marked by underlined text and all deletions marked with strikeout text
- IGCE reflecting increased or decreased funding
- Requirements Package Checklist
- New or amended funding document

b. No-Cost Modifications. For certain types of no-cost modifications, the prime contractor can initiate the modification package. Examples of the types of modifications covered by this procedure include:

(1) Extension of the period of performance.

(2) Due date change for one or more deliverable by more than fourteen (14) calendar days.

(3) Labor remix; labor redistribution; or reallocation of funds between direct labor and ODCs.

(4) The procedure is as follows:

- The contractor prepares a letter to the KO, through the TM, stating the nature of the requested change and the reasons the modification is required. The letter includes signature/date blocks for TM approval. If the no-cost modification is necessary to support the reallocation of funds from direct labor to other direct costs or vice versa, the contractor will prepare a revised cost proposal. If other changes are necessary, the contractor may be required to provide a revised draft version of the statement of work to the Task Monitor to support the suggested change(s).
- The TM provides approval using the use of electronic signature (Chapter 3, Paragraph 9) and provides this approval directly to the KO, with a copy to the contractor. If the nature of the no-cost modification requires a revised SOW, the draft copy provided by the contractor will be updated by the TM and forwarded to the KO along with the approved letter.
- The KO receives the TM's approval, and required supporting documentation. The KO then makes a determination that the package is acceptable to support the issuance of a TO modification. If it is determined that the package is not acceptable as submitted, the KO will hold discussions with the TM as to what is necessary to make the package acceptable.

(5) This contractor-initiated process is the preferred process for simple no-cost modifications because it is faster and easier to process (i.e., the KO does not need to request a proposal from the contractor but can award a unilateral modification). However, the TM can elect to initiate requests for no-cost modifications as they would for a modification described in Paragraph 5, above, rather than using this procedure. ***Reminder***, all requests for modifications that include changes in TO scope, new or changed tasks, new deliverables, or addition of funds must be prepared and submitted by the TM in accordance with Chapter 3.

c. The TM submits the modification package to DISA/DITCO electronically by e-mail to:

GEMS@scott.disa.mil

d. The DITCO KO will log in the modification request and initiate the review and award process.

6. Ordering Offices. Contracting Officers at DITCO-Scott (AQS), DITCO-Alaska (AQA), DITCO-Pacific (AQP) and DITCO-Europe (AQE) are authorized to place task/delivery orders, and modifications thereto, against the GEMS contracts for any U.S. federal agency. All orders processed by these DITCO offices will charge a 2% fee. The customer shall forward a funding document that covers the Independent Government Cost Estimate (IGCE) amount, plus 2% fee.

CHAPTER 5

TASK ORDER MANAGEMENT

1. Program Level Management. DISA guides and monitors performance over the life of the GEMS contracts. Several tools and methods are employed to manage these efforts in close concert with customer monitoring and evaluation efforts. These tools include the following.

a. In Process Reviews (IPRs). DISA may conduct IPRs for each contract periodically throughout the year. IPRs are designed to show the work accomplished and underway across functional and technical areas emphasizing the interrelationships between TOs (i.e., where work in one TO is building on outcomes of another, where several are being coordinated towards a common goal, etc.), to ensure the work is using approved standards, architectures and guidelines and is compliant with achieving an integrated and interoperable GIG, and to surface issues encountered during TO execution (i.e., discrepancies between customer approaches or requirements, lack of information or guidance needed to continue, etc.).

b. Task Order Tracking. DITCO uses a central tracking system called Contract Status System (CSS) to monitor task order status throughout the life cycle of performance. This information is available for reporting pertinent metrics to management. DITCO also uses CSS to determine when task orders are approaching completion and provides notices to TMs alerting them to that fact.

c. Official Contract/TO File. DITCO maintains the official file for each GEMS contract. The file contains each TO, modifications, correspondence, invoices, performance evaluations and deliverables.

2. Task Order Management. The TM provides “front line,” day-to-day monitoring of the TO during execution. A **mandatory TM responsibility** during TO execution is maintenance of an official file documenting all communications between the contractor and TM, which is provided to the KO at the time of TO completion. Detailed instructions are contained in Paragraph C below. The TM provides this file to the KO at the time of TO completion. Detailed instructions concerning maintenance of the official file is contained in the KO’s TM designation letter. Should either the Primary or Alternate TM change during TO execution, the KO must be notified immediately.

a. Task Monitor Surveillance. The most important means for measuring contractor performance and ensuring successful TO completion is planned surveillance effort to verify that contractor efforts project satisfactory and timely TO completion. The KO doesn’t have the day-to-day relationship with contractor teams executing TOs that would allow meaningful surveillance. Therefore TMs are responsible for developing a surveillance plan that outlines the use of existing reporting tools and other methods of objective and subjective observations to track contractor performance, timeliness and quality of deliverables, etc. The plan does not need to be in a particular format but should list the subjective and objective measurements that will be used to assure timeliness, quality and reasonable cost results.

(1) Subjective measurements that affect performance and which can be viewed through day-to-day interaction include:

- Cooperation
- Problem Solving
- Problem Avoidance
- Correct Staffing Levels
- Adopted Efficiencies
- Effective Use of Office and Communication Tools
- Attendance

- Overall Professionalism

(2) Objective measurements include:

- Deliverables
- Correspondence
- Meeting Minutes
- IPRs
- Reporting

b. Acceptance and Evaluation of Deliverables. Section E of the GEMS contracts states that each task order will designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. This responsibility is delegated to the TM by a designation letter signed by the KO. When appropriate, the TM should complete an evaluation of any major technical deliverables received during TO execution. "Major technical deliverables" are the significant technical items (reports, plans, specifications, software, etc.) that are the outcomes of the tasks contained in the SOW or PWS. Items such as status reports, meeting minutes, trip reports, i.e., routine status and informational deliverables, are generally not considered major technical deliverables. The GEMS Major Deliverable Evaluation form, [Attachment 11](#), shall be submitted by the TM for each major technical deliverable. The form is accessible at the GEMS web site. Rejection of deliverables must be documented in writing to the KO with recitation of the requirement and statements of how the contractor failed to meet those requirements. The TM is responsible for ensuring that all rejections are properly documented and notification provided to **CFE81** within five (5) calendar days after invoice receipt date.

c. Invoice Processing and Disbursement. Performance on GEMS TOs is documented through the contractor's invoices. The contractor has an obligation to perform in an acceptable manner. The Government has an obligation to accept or reject that performance in a fair, reasonable and timely manner. The TM is designated the responsibility for reviewing invoices submitted by the contractor and verifying that the services and any other direct costs indicated were received. The TM makes this verification in writing, using the GEMS Task Order Invoice Review/Approval form, [Attachment 8](#) within five (5) calendar days of invoice receipt. ***If acceptance/rejection is not received from the TM within seven (7) calendar days, TM acceptance is assumed and the invoice will be processed for payment.*** The TM shall contact the contractor directly to obtain additional invoice copies if original invoices were not received by the TM. All payments for products and services provided under GEMS task orders are made by the DITCO Financial Management Services Division (AQSC4). See the GEMS contract, Section G, Preparation of Vouchers, for additional, detailed instructions.

(1) Cost-Reimbursement and Time-and-Materials TOs Which Include Other Direct Costs (ODCs). The GEMS contractor will send the original invoice for services performed to DCAA, with a copy to the Finance Office and to the TM. It is the responsibility of the TM and DCAA to review the invoice. If the TM and DCAA do not raise a concern, the TM and DCAA will forward a copy of the certified invoice to the Finance Office, which in turn issues payment to the contractor.

(2) Firm Fixed Price and Time-and-Materials TOs for Labor Only. The GEMS contractor will send the original invoice for services performed to the Finance Office, with a copy to the TM. It is the responsibility of the TM to review the invoice. The TM will forward a copy of the certified invoice to the Finance Office, which in turn issues payment to the contractor.

d. DISA Past Performance Evaluation. The TM is required to evaluate the contractor's performance on a periodic basis. These past performance evaluations are made available to Government customers seeking to use the GEMS contracts, to the prime contractor who performed the work, and to Government source selection organizations that need past performance information to conduct contract source selections. The GEMS past performance evaluation is

accomplished via the Past Performance Information Management System (PPIMS), a past performance collection tool that feeds the DoD's central repository for the collection and utilization of past performance information. PPIMS is a web-enabled tool for the TM to evaluate the contractor's performance and for the Contracting Officer and contractor to review, comment on and approve evaluations. The tool can be accessed at <https://apps.rdaisa.army.mil/ppims/prod/ppimshp.htm>. When required, the TM will be prompted via e-mail to perform an evaluation. Permissions and passwords can be obtained by registering at the PPIMS web site. The PPIMS web site is:

<https://apps.altess.army.mil/ppims/prod/ppimshpdisa.cfm>

(1) As performance-based services contracting is integrated into GEMS requirements, the TM will evaluate both the quality of the products and services delivered and the manner in which it is produced. Performance evaluations will serve as an incentive to contractors as ratings reflecting exceptional service, at lower cost, ahead of schedule will identify the contractors who will ultimately be awarded through the fair opportunity selection process.

(2) As TOs are awarded and completed under GEMS contracts, current performance reports will supersede past performance information contained in the original database. Actual total costs to perform the TO versus anticipated or should-costs estimated prior to TO award will be included as a factor in GEMS past performance evaluations. This factor will be expressed as a (+) or (-) percentage of the should-cost.

e. Task Order Close-Out. Upon task order completion, the TM shall:

(1) Forward a statement to the KO that the task order has been satisfactorily completed.

(2) Appropriately dispose of any GFE/GFI prior to the task order close-out. Refer to contract Section H.12, Government Property, of the GEMS contracts for further details.

(3) Dispose of any classified material received or generated by the contractor in accordance with applicable security regulations.

(4) Retain and/or dispose of the task order file and associated documentation following task order completion. Consult the KO for proper disposition of documents prior to disposal.

(5) For cost-reimbursement task orders, the contractor submits the final voucher for costs incurred (as accepted by the TM during TO execution). Along with the final voucher, the contractor must provide a completion letter indicating that all costs have been accounted for and billed. The final voucher is sent through normal channels for final payment in accordance with Section G.5, Preparation of Vouchers, of the GEMS contracts.

3. Task Monitor Appointment. The Primary and Alternate TMs identified in the statement of work are automatically appointed through issuance of the TO or modification. The TM is responsible for ensuring that the TO is administered properly and is responsible for performing the following:

a. Read the GEMS Contract. If you don't have a copy of the GEMS contract, information about the contract and where to obtain a copy is available on the web at:

<http://www.ditco.disa.mil/hq/contracts/gemschar.asp>

b. Read the TO. Along with the contract, the TO is the basis on which the contractor has been hired. You will also find it helpful to review and keep in your records a copy of the contractor's final technical and cost proposals that were incorporated by reference into this task order.

c. Read the GEMS TO Guidelines. These guidelines contain information you will find helpful in understanding roles and responsibilities and in establishing techniques for executing your TM responsibilities.

d. Establish Inventory Controls. As applicable, maintain and verify inventory listings of Government property (whether Government-furnished or contractor acquired) in the contractor's possession to facilitate proper disposition of the property at contract close-out.

e. Excess MIPR Funds. The award of referenced order obligates funds in the amount as stated on the order. ***Excess funds, if any, must be withdrawn via MIPR amendment so that DITCO (AQSC4) may return them to your organization for future use prior to funds expiring.***

f. Ensure the Government Meets its Obligations to the Contractor.

- Provide any Government-Furnished Equipment (GFE) and/or Government-Furnished Information (GFI) specified in the TO SOW.
- Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
- Coordinate any applicable site entry for contractor personnel.

g. Monitor the Contractor's Work.

- Ensure the contractor completes the requirements of the TO within the specified period of performance.
- Resolve technical differences not involving changes to the TO scope (all technical questions which cannot be resolved, any proposed alteration or changes to the TO scope, and all unresolved differences must be reported to the Contracting Officer).
- Keep track of hours worked on tasks and costs (e.g., travel, materials, etc.) in order to verify monthly invoices.
- Initiate in writing to the Contracting Officer notice of any changes needed in the TO SOW.

h. Receive, Review and Affect Disposition of Deliverables.

- Provide timely Government comment on, or approval of, deliverables specified in the TO SOW.
- Perform an evaluation of each deliverable as specified in the Task Order Guidelines.

i. Track and Verify Costs.

- Review invoices for acceptability to include verifying that the services indicated were received, hours listed are the actual hours worked, and the explanation that Other Direct Costs (ODCs) are correct.
- E-mail the Invoice Approval/Rejection Letter (Attached 8 to these Guidelines) to INVOICERECIPT@scott.disa.mil. To comply with the provision of the **Prompt Payment Act (PL 97-177)** and to prevent the incurrence of interest penalties for late payment, the Invoice Approval/Rejection Letter must be emailed to INVOICERECIPT@scott.disa.mil within 5 calendar days after receipt of the invoice.
- Pre-approve and monitor travel performance under the TO.

j. Notify the Contracting Officer in Writing of Problems, Including:

- Any performance failure by the contractor.
- If you anticipate that the TO will not be completed on time.
- If you anticipate that the cost for completing the TO will exceed the amount authorized on the TO.
- Any indication that costs being incurred are not appropriately chargeable to the TO.

k. TO Closeout. Make certain any classified material received or generated by the contractor is disposed of in accordance with applicable security regulations.

l. Record-Keeping. As TM, you are required to maintain records that sufficiently document your performance as TM for this TO. One file is unofficial and shall contain the documentation listed in paragraph (1) below and is for your use. The second file is an official file and shall contain the documentation listed in paragraph (2) below and shall be provided to the DITCO Contracting Officer upon TO completion.

(1) TM Unofficial File. This file should include a copy of this TM designation letter, a copy of the TO and all subsequent TO modifications; and a copy of each TO invoice reviewed, verified and forwarded for certification and payment.

(2) TM Official File. A copy of all correspondence between TM and the contractor and all written memorandums recording, in detail, any significant communications between the TM and the contractor (e.g., record of meetings or telephone conversations where the TM provided the contractor technical direction or interpretation under the TO).

m. Restrictions. There are certain things a TM is specifically not authorized to do.

- You are **NOT** authorized to negotiate terms or make any agreements or commitments with the contractor which will modify the terms and conditions or the scope of the work contained in the contract or in the TO. Such changes can be made only by the Contracting Officer. If you have any questions about this appointment, contact the Contracting Officer.

Ensure that the contract is **NOT** administered in a manner that makes it a personal services contract. A personal services contract is a contract that is administered in a manner that makes contractor personnel appear, in effect, to be Government employees. In a personal services arrangement, the relationship between the Government managers and contractor employees resembles an employer-employee relationship. In personal service situations there is relatively continuous supervision and control of contractor employees by Government employees. **PERSONAL SERVICES CONTRACTS ARE EXPRESSLY PROHIBITED BY 5 USC 3109 and FAR SUBPART 37.1**